

REMARKS

Claims 1-23 are pending in this application. Claims 1, 5, 14 and 18 are amended herein.

Claims 1, 9, 18 and 23 are independent claims.

The Examiner advises that the publications included in our Information Disclosure Statement were not received. Our stamped receipt from the Patent Office (copy attached) indicates that these documents were received with our filing. A courtesy copy of the publications will be provided to the Examiner upon telephone request to the undersigned.

Claim 13 stands rejected under 35 U.S.C. §112, 2<sup>nd</sup> paragraph, as indefinite. The rejection is respectfully traversed.

The Examiner is concerned that the first and second inputs recited in claim 13 lack antecedent basis, because first and second inputs are not recited in the previous claims (claims 9-11). However, it is respectfully submitted that the antecedent first and second inputs can be found in lines 13 and 15 respectively, of claim 11.

Claims 1, 2, 4-10 and 12-17 stand rejected under 35 U.S.C. §102(e) as anticipated by Kravitz, U.S. Patent No. 6,029,150. The rejection is respectfully traversed.

With regard to claims 1, 2, 9-10 and 13, the Examiner points column 12, lines 45-66, and column 24, line 33 to 25, line 3, of Kravitz as teaching a seller receiving information identifying product to be purchased by buyer, and a purchase price to be paid by transfer of funds; transmitting to a financial institute device, at which the purchaser account is maintained, an authorization to pay the seller; determining if the funds in the purchaser account are sufficient; and transmitting an authorization of the financial institute for the seller to proceed with the delivery of the product.

It is respectfully submitted that what Kravitz discloses is a payment computer (the CTA, item 102 in Figure 1) which communicates only with the customer computer (item 104) in authorizing a purchase transaction. Kravitz fails to teach or suggest the establishment of any direct communications link between the CTA and the seller. Accordingly, Kravitz fails to disclose (i) the transmitting of an authorization of the financial institute for the seller to proceed with delivery, as recited in claim 1; or (ii) a second network device associated with a financial institute in which the purchaser account is maintained, which transmits to the first network device, associated with the seller, an authorization for the seller to proceed with the delivery, as recited in claim 9.

With regard to claims 7 and 16, the Examiner points to column 8, lines 57-63, of Kravitz as directing a fund transfer responsive to receipt of a notice of delivery. However, it is respectfully submitted that the referenced text simply indicates that the merchant proceeds with delivery based on the advice message indicating that payment will be made. Elsewhere in the application (see for example, column 7, lines 44-45) Kravitz clearly indicates that a payment is made without receipt of any information confirming delivery. Accordingly, Kravitz fails to disclose (i) transmitting over the network, from the first network device to the second network device, a notice of delivery of the identified product to the purchaser, as recited in claim 7, or (ii) a first network device configured to transmit, to the second network device via the network, a notice of delivery of the identified product, as recited in claim 16.

Various other features recited in the dependent claims are also believed to independently distinguish over the applied art. One such feature, for example, is automatically establishing a

hyperlink to the second network device for the transmission of the third information after the selecting of payment of the purchase price by the transfer of the funds, specified in claims 6 and 15.

Without prejudice to the traversal of the Examiner's rejection, claim 1 has been amended to more clearly distinguish over the applied art reference and thereby move the application more expeditiously toward allowance.

Claims 18-23 stand rejected under 35 U.S.C. §103(a) as being obvious over Kravitz. The rejection is respectfully traversed.

With regard to these claims, the Examiner points to column 24, lines 33-52, of Kravitz as disclosing computer programming stored on computer readable storage medium; generating a signal to establish first link with a first seller; and receiving from the seller information identifying a plurality of products and prices associated with them. The Examiner further points to column 8, lines 57-63, column 12, line 4 to column 13, line 47, and column 24, line 33 to column 25, line 3, as disclosing receiving first input from purchaser selecting a product; automatically generating a signal to establish a second link with a financial institute with which an account is maintained; transmitting to the second station information identifying the selected product, the purchase price and the identity of the purchaser; receiving from the second station a request to approve payment of the of the purchase price; receiving a second input from the purchaser approving payment of the purchase price; transmitting to a second station purchaser approval of the payment; and receiving and displaying an account statement indicating the funds have been transferred from the account by the financial institute to the seller.

The Examiner admits that Kravitz doer not specifically disclose a plurality of payment options, but takes official

notice that it is old and well known in e-commerce to offer a plurality of payment options, and asserts that it would have been obvious to one of ordinary skill in the art at the time the time Applicants' invention was made to include a plurality of payment options in order to attract more customers. To the extent prior art exists which supports the Examiner's Official Notice, the Examiner is requested to cite and apply such art for the record, if the rejection is to be maintained.

With regard to claim 18, the Examiner's rejection relies on official notice that it is well known in the art to offer various payment options. Claim 18 recites that the stored computer programming causes the computer to generate a signal to establish a second network communications link in response to the selection of a particular payment option, namely, payment of the purchase price by the transfer of funds. By contrast, Kravitz does not disclose or suggest that the establishment of a link by the purchaser to the CTA is dependent in any way on the payment method selected. Accordingly it is respectfully submitted that the cited limitation of claim 18 distinguishes over the combination of Kravitz and the Examiner's official notice.

It is also respectfully submitted that claims 18 and 23 are patentably distinguishable over Kravitz on other grounds. For example, as noted above, Kravitz does not disclose or suggest the establishment of any direct communications link between the CTA and the seller. Instead, Kravitz discloses a payment advise message sent by the agent to the customer, a portion of which is subsequently forwarded by the customer to the merchant who then responds by providing the specified goods to the customer (see, for example, column 8, lines 28-38 of Kravitz). Accordingly, Kravitz fails to disclose computer programming which can cause a

computer to operate so as to receive from a first network station (e.g. a network station associated with a purchaser) a purchaser payment approval and to transmit to a second network station (e.g. a merchant network station) an authorization of the financial institute to proceed with a sale to the purchaser, as recited in claim 23.

Kravitz also discloses that the communication representing a payment request from the purchaser to the CTA is a single authenticated message (see, for example, column 8, lines 45-47 of Kravitz). By contrast, claims 18 and 21 both recite a two step process in which information is transmitted to the network station associated with the financial institute, identifying the selected product, the purchase price of the selected product, and the identity of the purchaser, and, as a separate step, information is transmitted to the financial institute representing purchaser approval of payment to the seller by transfer of funds by the financial institute.

Without prejudice to the traversal of the Examiner's rejection, claim 18 has been amended to more clearly distinguish over the applied art references. Specifically, the amendment makes it clear that the signal to establish the second network communications link is automatically generated "responsive only to the selection of the payment of the purchase price by the transfer of the funds". Claims 5 and 14 have been similarly amended.

In view of the foregoing, it is respectfully submitted that the application is in condition for allowance and an early indication of the same is courteously solicited. The Examiner is respectfully requested to contact the undersigned by telephone at the below listed local telephone number, in order to expedite resolution of any remaining issues and further to expedite passage of the application to issue, if any further

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comments, questions or suggestions arise in connection with the application.

To the extent necessary, a petition for an extension of time under 37 C.F.R. 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 12-0427 and please credit any excess fees to such deposit account.

Respectfully submitted,  
Lalos & Keegan



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